

Assignee, through its undersigned attorney, hereby disclaims the terminal portion of the term of any patent granted on the above-identified application extending beyond the expiration date of United States Patent No. 6,810,138, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent and the legal title to United States Patent No. 6,810,138 are commonly owned, this agreement to run with any patent granted on the above-entitled application and to be binding upon assignee and its successors or assigns.

Assignee does not disclaim any terminal portion of the term of any patent granted on the above-identified application prior to the expiration date of the full statutory term of United States Patent No. 6,810,138, in the event that said United States Patent No. 6,810,138 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or in part or is terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

The filing of this terminal disclaimer should not be construed as an admission of the propriety of the rejection. The “filing of a terminal disclaimer simply serves the statutory function of removing the rejection of double patenting, and raises neither a presumption nor estoppel on the merits of the rejection.” Quad Environmental Technologies Corp. v. Union Sanitary District, 946 F.2d 870, 20 USPQ2d 1392 (Fed. Cir. 1991).

The assignment recorded on October 23, 2006, at Reel 018443, Frame 0523 establishes the Assignee’s chain of title from the inventors.

The documents establishing the Assignee’s chain of title have been reviewed by the undersigned and the undersigned certifies that to the best of his/her knowledge and belief, title is in the Assignee.

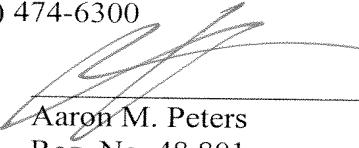
Please charge our Credit Card in the amount of \$180.00 covering the fee set forth in 37 CFR 1.17(p). The Director is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 13-2855, under Order No. 27392/27910.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

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